

Proposal #2526

Request for Proposal Web Site Design for the City of Memphis

*Date Issued:
May 26, 2010*

*Intent to Submit Deadline:
June 1, 2010, 5:00 PM CST*

*Proposal Submission Deadline:
June 18, 2010, 2:00pm CST*



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1. Overview

1.1 Purpose of this RFP

City is issuing this RFP for the re-design of its external Web Site, fully described in this document (the “Services”). The City of Memphis (“City”) seeks comprehensive proposals from the recipient of this RFP (“Vendor”) believed to have the capability and capacity to satisfy City’s complex requirements and a serious interest in providing the Services. This RFP provides information on the current City web site and preparation and submission requirements for a Vendor submitting a proposal for the City of Memphis Web Site (the “Proposal”).

1.2 Overview of City’s Web Site: WWW.CityofMemphis.org

(a) Overview

The current City of Memphis website was launched in 2003 with more than 600 data driven pages using a .Net v1 framework. A custom built content management system assisted the web services team to create, modify and delete multiple pages within a single day using only a limited staff.

Since then, the City website has increased over 70% in size to more than 1,000 pages of content. Website usage is at an all time high with an average of 75,000 visitors to the City website per month. With all of this growth, the City’s website is still operating on the same framework and is using a content management system that is inadequate to provide the growing needs of the City.

Current features are:

Web poll – This application performs as its title suggests. It is a small application that allows for questions to become changed by the content editor and for citizens to “vote” in response to a series of provided questions.

Web cams – There are two sets of web cams currently functioning. One set resides at the Animal Services building and allows for 24/7 viewing of multiple areas. A second setup resides at the different motor vehicle inspection stations and allows citizens to view lines to determine wait time.

Online forms – Several online web forms (22) are in-use which allows citizens to submit requests and comments and to contact division personnel.

Newsletter – This application allows for citizens to sign up to receive periodic “e-newsletters” sent via email.

Government news module – This module allows for the latest government news to become placed on the website’s front page. This module has highlighting functionality based upon the date entered for the news item.

1.3 Structure of RFP

The RFP is structured as follows:

- (a) Section 1: City of Memphis Web Site Re-Design RFP overview.
- (b) Section 2: City of Memphis Web Site Re-Design RFP Requirements and Scope.
- (c) Section 3: City of Memphis Web Site Re-Design Proposal response requirements.
- (d) Section 4: City of Memphis Web Site Re-Design RFP Process instructions.
- (e) Section 5: City of Memphis Web Site Re-Design RFP Evaluation Criteria and Scoring model.

2. City of Memphis Web Site Re-Design Requirements (SCOPE)

This Section contains the functional requirements for the City of Memphis Web Site re-design. The information in this section is intended to aid the Vendor in evaluating the requirements, and in preparing its Proposal in response to this RFP accordingly.

2.1 City of Memphis Web Site Re-Design Requirements

Vendor's Proposal shall explain their design approach and solution for the following Service requirements:

- (a) Re-design the City's website to be a resourceful, informative platform for both the citizens and visitors.
- (b) Design a marketing asset which provides an informative environment, and allows online access to City services, departments and business opportunities.
- (c) Develop a highly beneficial, cost-effective, easy to use, interactive, and architecturally sound website that is flexible enough to support the City's Internet needs for a minimum of 5 years.
 - (i) Include social networking accessibility and linking
 - (ii) Include mobile application elements
 - (iii) Re-design Oracle E-Business and i-Recruitment application front ends
 - (iv) CAPTCHA capability
 - (v) Blog feed and generation capability
 - (vi) Multiple language support and translation
 - (vii) Newsletter support
 - (viii) Calendar functionality

- (ix) Logical and intuitive links
 - (x) Dynamic polls
 - (xi) Intuitive and logical linking
 - (xii) Content tagging
 - (xiii) Active Directory integration for Content Management
- (d) Create a standardized format and enhanced graphical look for all pages; thereby establishing a unified theme throughout the City's website.
- (i) Complete design and coding for the design of the home page of the web site.
 - (ii) Complete design and coding for the design of a template to be used on interior pages of the site, to include fonts, colors, heading to at least H6 level, data tables, links navigational elements, search elements, list (both and) and up to 10 additional elements to be agreed upon later.
- (e) Conversion of existing pages in the site to the new design template will be considered part of the proposal.
- (f) The general website design and element will include accessibility, usability, appeal, functionality and ease of incorporating future features.
- (g) Although the City has some specific requirements, we are also interested in your ideas for content, and your approach in re-designing the style of the City's website. We encourage respondents to consider and propose alternative solutions and recommendations.
- (h) The website must provide for high-speed upload/download response times for low-end to high end computers and mobile devices. A page size of less than 75kb for template elements is preferred.
- (i) As per the Americans with Disabilities Act, the City must provide the same level of service to individuals with visual, hearing, motor, or cognitive disability that we do for the general public.
- (j) All proposals must include the utilization of W3C Content Accessibility Guidelines when designing and developing the City's website. The City expects respondents to offer suggestions regarding accessibility.
- (k) The site must be designed to function effectively with common versions of software and hardware which must be identified in your proposal.

- (l) All documents, including maps and tables, should be available in a 'printer friendly' format without extensive graphics, to provide ease of viewing, printing and downloading.
- (m) Include links for citizens to download any browser supplement products, such as Acrobat Reader, that is necessary to view information on the site.
- (n) The site should take into consideration future plans such as; e-commerce capabilities and e-government transactions such as on-line permitting, park and facility reservations, class registration and other interactive forms.
- (o) Cross-referenced information should be hyper-linked from page to page within the website and the Home Page link always visible.
- (p) Graphical files should be relative to the site and provide for quickest loading.
- (q) The site must be designed for 24 hours a day, 7 days a week operation; except for scheduled maintenance downtime.
- (r) The site must operate in a virtualized Windows 2003/2008 server infrastructure.
- (s) The vendor will provide detailed security plans outlining how the Vendor will ensure the confidentiality, integrity and availability of the City of Memphis Web Site and the data contained and accessed through the Web Site.
- (t) Capability to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, video and still images etc
- (u) Capability to view and download City documents, including contracts.
- (v) The vendor's proposal will include a project plan for rapid development. The following Items are to be included in the proposal, however should not be construed as the whole of the project plan:
 - (i) Development timeline
 - (ii) Content migration plans
 - (iii) Risk identification and mitigation strategy
 - (iv) City resource (personnel and hardware/system) requirements
- (w) Capability to track number of visits per page, and overall site visits

- (x) City personnel will maintain the site. Therefore, a system needs to be in place for maintenance and updating capabilities by non-technical staff
- (y) The proposal should include basic training for a minimum of 25 employees, the training plan and timeline
- (z) A description of Vendor's pricing approach; including any software license costs
- (aa) A description of Vendor's relevant experience with the proposed solution, including Vendor's former or existing municipal and local government clients with similar population sizes
- (bb) A list of key interactions between Vendor and the other involved parties (e.g., the City, City contractors, etc), as well as a description of Vendor's approach for managing and communicating between and among those parties during the development and deployment of the web site
- (cc) A summary of any key differentiators that make Vendor uniquely positioned to provide web site re-design services to the City

3. Proposal Response

This Section 3 describes the contents of Vendor's Proposal and provides an outline of how Vendor should organize it. Vendor's Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as the additional instructions provided at Section 4.5 regarding the required Proposal formats and submission process.

Specifically, Vendor's Proposal shall include each of the sections referenced in the table below. The requirements for each of these Proposal sections are described in more detail in this Section 3. **VENDOR'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE VENDOR FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION 3.**

Sections and Topics
Cover Letter
Section 1 – Executive Summary
Section 2 – Scope
Section 3 – Solution Design
Section 4 – Pricing Model
Section 5 – References
Section 6 – Vendor's Alternative Proposals
Section 7 – Vendor's Due Diligence Requirements
Section 8 – Insurance and Indemnification

3.1 Cover Letter

Vendor's Proposal shall contain a cover letter acknowledging Vendor's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Vendor's company.

3.2 Executive Summary

Vendor's Proposal shall begin with an executive summary providing an overview of Vendor's solution, with a focus on any new technologies, innovations, processes, and transformation that Vendor will bring to help the City meet its objectives. The Executive Summary should include a description of the following:

- (a) A description of Vendor's solution and re-designed Web Site
- (b) A description of Vendor's pricing approach; including any software license costs
- (c) A description of Vendor's relevant experience to the proposed solution, including customers previous municipal and local government clients with similar population sizes
- (d) A list of key interactions between Vendor and the other involved parties (e.g., the City, City contractors, etc), as well as a description of Vendor's approach for managing and communicating between and among those parties during the development and deployment of the web site
- (e) A summary of any key differentiators that make Vendor uniquely positioned to provide web site re-design services to the City

3.3 Scope

In Section 2 of its Proposal, Vendor shall explicitly confirm its agreement with the full scope of Services described in this section. If, however, Vendor believes that it can provide a solution that better fits the City's requirements/objectives/ constraints by not providing all of the Services, Vendor may propose alternatives under the Alternative Proposals section, described below.

3.4 Solution Design

Section 3 of Vendor's Proposal shall describe Vendor's "Solution Design". More specifically, this section of Vendor's Proposal shall include each of the following:

- (a) City of Memphis Web Site Re-Design:
 - (i) Describe the Vendor's solution to provide solutions for the scope/requirements outlined in Section 2 of this RFP.
- (b) Tools and Technology:
 - (i) Identify the tools and technology Vendor proposes to deploy for the City's Web Site, describe how the tools will benefit the City and how such components would be expected to interoperate and integrate with the City's technology environment.
 - (ii) Identify any license fees, implementation fees, or other charges Vendor would propose to pass-through to the City for tools and technology, or any other fees for which the City might be responsible related to technology.

- (iii) Include any assumptions Services Provider has made about systems and resources available within the City's information technology environment.
- (c) Security:
 - (i) Identify the tools and technology Vendor proposes to deploy for the City's Web Site, describe how they will provide for the confidentiality, integrity and availability of the City's Web Site and the data accessed through the Web Site.
- (d) Template/Model:
 - (i) Provide a functional three web page demo of the proposed site re-design. The Vendor will supply in its proposal the URL for the demo web site.

3.5 Pricing Model

- (a) In Section 4 of Vendor's Proposal, Vendor shall provide a detailed breakdown of costs. For example, what is the cost for project management, research/inquiry, development, implementation, etc.

3.6 References

- (a) In Section 5 of the Vendor's Proposal, Vendor shall provide project descriptions and verifiable references for at least three (3) of Vendor's customers that, to the extent possible, are local (or state) governments, have similar geographic footprints and for which Vendor has developed and implemented websites within the last twelve (12) months, including contact information for the references.

3.7 Vendor's Alternative Proposals

- (a) In Section 6 of the Vendor's Proposal, Vendor may (at its option) include an alternative solution ("Alternative Proposal") for consideration by the City.
- (b) Alternative proposals shall be accompanied by appropriately adjusted solution descriptions and pricing models.
- (c) For clarity, alternative proposals are intended to be supplements to Vendor's core proposal, and should not be used as a substitute to addressing City's stated requirements.

3.8 Vendor's Due Diligence Requirements

In Section 7 of its Proposal, Vendor should submit a detailed list of any additional due diligence – such as review of specific information, and interviews of particular City personnel – that Vendor would need to perform following down-selection if Vendor were chosen as a down-selected provider, in order to develop and submit a detailed and unqualified best and final offer.

3.9 Insurance and Risk of Loss

(a) Insurance

Please see Exhibit A-2 for Standard Insurance Requirements.

3.10 Minority and Women Business Enterprise Participation (M/WBE)

This project is subject to the requirements of the City of Memphis Ordinance #4388, which establishes the Minority and Women Business Enterprise Procurement Program. It is up to the Bidder to ensure that all requirements of this ordinance are met. The Ordinance may be accessed on the City's website at www.memphistn.gov under "Doing Business". The intent of the M/WBE Program is to increase the participation of M/WBEs in the City's purchasing activities. Toward achieving this objective, the M/WBE participation is defined as the dollar value of subcontracts awarded to certified minority and/or women business enterprises divided by the total proposed base bid amount.

Eligible M/WBE Firms

To qualify as an M/WBE firm, per the requirements of City of Memphis Ordinance #4388, a firm must be included on the City's list of certified M/WBE firms. If the Bidder is a certified M/WBE, then the participation goal for this solicitation shall be deemed met. One or a combination of several M/WBEs may be utilized to meet the established goal. A list of eligible firms may be obtained from the City's Contract Compliance Office listed below:

Carlee M. McCullough, Esq.

City of Memphis

Contract Compliance Office

125 North Main Street, Suite 440

Memphis, TN 38103

Phone: (901) 576-6210

Fax: (901) 576-6560

Email: carlee.mccullough@memphistn.gov

Certified Subcontractor Participation

The City also encourages non-M/WBE Vendors to seek participation in this proposal with an M/WBE Vendor. Even if you are not an M/WBE Vendor, please explain below any participation by an M/WBE Vendor that is proposed for the project. Include name, address and certification number if any M/WBE participant, plus the estimated percentage of the contract to be awarded to the participant, as follows:

\$ Show the dollar value of the subcontract to be awarded to this Vendor.

% Show the percentage of the total proposal represented by the subcontractor.

M/WBE

Indicate whether the Vendor is MBE by inserting an M, or WBE by inserting a W.

Submission of this proposal commits the Vendor to the firms listed below.

\$	%	Certified Subcontractor's Name, Address, and Telephone	Certification Number

For additional information regarding certification as an M/WBE Vendor, please contact:

Ms. Carlee McCullough at (901) 576-6545.

4. Instructions on RFP Process

4.1 Use of Information

Vendor may not make any public announcement relating to this RFP or otherwise publicize the existence or contents of this RFP. Any Vendor that discusses this RFP or the Initiative with anyone within or outside the City other than the persons and entities permitted pursuant to this RFP will risk elimination from further participation in the bidding process due to breach of confidentiality, in addition to enforcement by the City of any other remedies available to it. **All correspondence about this RFP and the Initiative should be limited to the Principal Contact described in Section 4.2 or other designated City personnel or agents.**

4.2 Principal Contact and Information Requests

- (a) Joseph Sanders is the single point of contact (the “Principal Contact”) for all matters relating to this RFP. Vendor should direct all inquiries to the Principal Contact at ciorequests@memphistn.gov
- (b) Vendor should not, under any circumstances, contact any City personnel (including senior City management or City employees with whom Vendor has an existing business or personal relationship) to discuss this RFP without the Principal Contact’s prior written consent. Utmost discretion is expected of Vendor and all other RFP recipients. Any recipient attempting to circumvent this process will risk elimination from further participation in the bidding process.

4.3 Schedule of Activities

- (a) In order to accelerate the business transformation, service improvements and cost savings the City anticipates, the City has developed an **estimated timeline** for this Initiative. The City will move as quickly and efficiently as possible to determine the feasibility of Vendor’s Proposal (and other RFP recipients’ proposals), and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.
- (b) As a result, the City requests that Vendor make a dedicated team available to participate in the proposal development and evaluation processes as necessary to participate in the activities and meet the deadlines provided in the table below.

In no event shall the deadline for submission of the proposal be changed except by written modification by the City of Memphis Purchasing Department.

Activity	Date
Publish RFP	May 26, 2010
Vendor Notification of Intent to Response	June 1, 2010
Vendor Questions Submission	June 4, 2010
Bidders Conference	June 9, 2010
City Response to Questions	June 18, 2010
Proposal Submission Deadline	July 2, 2010, 2:00pm CST
Select Two (2) Finalists	July 16, 2010
Finalists Presentations	week of July 26, 2010 (schedule provided on July 19, 2010)
Negotiations	August 2010
Best and Final Offer Submission	August 16, 2010
Final Down-Select (2 → 1 Vendor)	August 23, 2010
Agreement Finalization	August - September, 2010

(c) Several of the activities identified in the above table are described in more detail in the remainder of this Section 4.

4.4 Intent to Respond; Initial Questions Submission; Final Questions Submission

- (a) Vendor shall notify, via email, the individuals described in Section 4.2 of its intent to respond to this RFP by no later than **June 1, 2010**. The subject heading of this email should be: “[***Your company’s name***] – Intent to Respond to City of Memphis Web Site Re-Design RFP”.
- (b) Vendor's failure to submit Intent to Respond by the due date above will disqualify Vendor from participation in this RFP PROCESS.
- (c) Vendor may submit an initial set of questions based on its review of this RFP, by completing the template provided at Exhibit A-2 (Vendor Questions Template) and sending it via email by **June 4, 2010**. This email should be sent to the individuals described in Section 4.2, with the subject heading: “[***Your company’s name***] – Initial City of Memphis Web Site Re-Design RFP Questions”.

- (d) Vendors who have submitted their intent to participate in this RFP process will be invited to a **mandatory “Bidders Conference”**, to be conducted in person at the City of Memphis City Council Chambers at City Hall, 125 N. Main Street, Memphis, TN at 2:00 PM, **June 9, 2010**, in which the City will provide guidance intended to give Vendors every chance to optimize and best represent their solutions. While the City will not identify Vendor as the source of any questions, shortly following the Bidders Conference the City will distribute all questions received (along with answers) to all RFP participants.

4.5 Proposal Submission

- (a) Proposal Submission and Due Date.

- (i) Vendor shall submit (A) 1 original and 7 complete printed copies of its Proposal (including the signed Cover Letters); and (B) 2 CDs or DVDs containing softcopies of its entire Proposal (including PDFs of the Signed Cover Letters) on or before **June 18, 2010 at 2:00 pm CST**, to the addressee provided below:

**City of Memphis Purchasing Department
125 N. Main Street, Room 354
Memphis, TN 38103**

The label should identify the contents as:

City of Memphis Web Site Re-Design RFP #2526

- (ii) **PROPOSALS SUBMITTED AFTER THE DEADLINE OR WHICH STATE THAT INFORMATION WILL BE PROVIDED ‘AT A LATER DATE’, OR WHICH ARE OTHERWISE INCOMPLETE OR FAIL TO COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS RFP WILL BE DISQUALIFIED FROM PARTICIPATION IN THIS RFP PROCESS.**
 - (iii) **PROPOSALS MAY NOT BE AMENDED AFTER THE SUBMISSION DEADLINE.**
 - (iv) Notwithstanding any legends on the Proposal or any other statements to the contrary, all materials submitted in connection with Vendor’s response to this RFP will become the property of the City and may be returned only at the City’s option.

- (v) With respect to the information contained on Vendor's CDs or DVDs:
 - A. The folders and/or files should be organized in such a way as to preserve the order and labeling of how such information is presented in Vendor's printed copy of its proposal;
 - B. Each document (and file name) should clearly show the name of Vendor;
 - C. Each file should be pre-formatted by Vendor to facilitate on-line viewing and printing in a form consistent with Vendor's printed copy of its proposal;
 - D. All documents should be presented in a native Microsoft Office format (e.g., Word, Excel, PowerPoint, Project) or PDF; and
 - E. Documents should not include embedded files.

(b) Proposal Format:

- (i) The City expects the Proposal to be a compilation of various documents, in particular because Vendor's Proposal must utilize the RFP response templates set forth in Attachment B (Proposal Templates) to this RFP. The Proposal should be structured so that there is a primary, "core" document (organized in accordance with Section 3) that incorporates by reference, as applicable, the other documents.
- (ii) Vendor shall use Microsoft Office 2003 file formats in preparing its Proposal to the maximum extent possible. All pages should be formatted to print on 8 ½ x 11" paper, unless another format is provided by the response template. Vendor responses should be specific, factual, brief and to the point, and should avoid pure sales and marketing content to the extent possible.

(c) Proposal Expiration Date:

- (i) Proposals in response to this RFP shall remain valid for nine (9) months from the Proposal due date. The City may request an extension of time if needed.

(d) Vendor Data:

- (i) The confidentiality of information and data contained in Service Provider's Proposal shall be subject to and governed by the Open Records Act and any other Public Records laws with which the City is legally obligated to comply (including a Freedom of Information Act Request under "FOIA").

(e) General:

- (i) Subject to questions and clarifications raised on specific issues in accordance with Section 4.4, Vendor shall be deemed, by the submission of its Proposal, to have understood fully the meaning of the overall RFP. Any claims of ambiguity after contract award will not be accepted by the City.

4.6 Finalist Selections (N → ~2 Vendors)

The City's current intent is to select approximately two (2) of the RFP respondents who will be asked to give an oral presentation of its proposal to the City. These providers will be selected based on an evaluation of their Proposals against the criteria described in Section 5 of this RFP. RFP recipients that are not selected to progress to the oral presentations likely will be excluded from further consideration. For this reason, Vendor is strongly encouraged to make as complete and compelling a Proposal as possible. The RFP recipient who fails to comply, risks being dropped from further consideration without having an opportunity to improve its offer.

4.7 Recipient Presentations

- (a) Details pertaining to the oral presentation phase of the RFP process will be confirmed after Proposal submission, however the presentations are tentatively scheduled to begin the week of **July 26, 2010**.
- (b) If Vendor is one of the RFP recipients asked to give an oral presentation, Vendor should prepare a comprehensive presentation that concentrates on the business and technical aspects of the Proposal, and should not be marketing discussions. **VENDOR'S PROPOSAL WILL NOT BE ALTERED OR ENHANCED DURING THE ORAL PRESENTATION.**
- (c) Appropriate visual and written materials are expected, but the format will be left to the discretion of the Vendor. A soft copy of all presentation materials must be delivered to the Principal Contact at least one business day before the beginning of the presentation. Vendor should also bring a sufficient number of printed copies of the materials for the City attendees at the presentation.
- (d) The City may provide a last minute agenda or other direction for the Vendor's presentation based on the City's initial review of the Proposals.

4.8 Negotiations

- (a) The City expects to conduct detailed negotiations with each of the down-selected providers. Details regarding this process will be provided at the appropriate time to Vendor, if it is chosen to be a down-selected provider, and may include discussions based on any aspect of a proposal.

- (b) The City intends to have various representatives participate in all negotiations. The City encourages down-selected providers, as appropriate, to have its legal counsel participate as well. However, the City will not be precluded by the absence of down-selected providers' counsel from having its counsel participate, and down-selected providers will not be permitted to defer or revisit any matter due to the necessity of consultation with counsel.

4.9 Award of Services

The City reserves the right to award the Services to the lowest and best proposer or proposers or to make no such award, in its sole discretion. Notification of the City's intent to award will be publicly announced on the City's website and outside City Council Chambers, located on the lobby floor of City Hall, 125 North Main, Memphis, Tennessee 38103.

4.10 Protests

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the award announcement at the following address: City of Memphis Purchasing Agent: 125 North Main, Room 354, Memphis, Tennessee 38103.

4.11 Modification or Termination of RFP Process

Subject to the rules and regulations of the City's Procurement Office, including with respect to providing notification and, where applicable, providing the opportunity to revise proposals, the City reserves the right to, in its sole discretion, discontinue, amend, supplement, or otherwise change this RFP, the Initiative, the process used for evaluation, and the expected timeline at any time and for any reason, and makes no commitments, implied or otherwise, that this process will result in a business transaction with any provider.

4.12 Supplemental Information

If, subsequent to issuance of this RFP, additional relevant material is produced by or becomes available to the City, such material will (where appropriate) be transmitted to all RFP participants for their consideration. Vendor should consider such information in its Proposal, and the City will assume that all changes or additional requirements transmitted have been taken into account in Vendor's Proposal (including with respect to pricing), unless otherwise specified.

4.13 No Representations or Warranties

- (a) The City makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the City through the RFP process. Vendor is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the City, and for preparing and submitting responses to the RFP.

- (b) The City has attempted to validate the information provided in this RFP, but it is possible that Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions or in an appendix to its Proposal, Vendor should use the information provided on an “as-is” basis for its initial Proposal. Information regarding the City and the Initiative may be revised or updated, and republished for inclusion in a final response.

4.14 Proposal Preparation Costs

Vendor will be responsible for all costs it incurs in connection with this RFP process (including but not limited to Proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

4.15 Ownership and Intellectual Property

- (a) All screens, graphics and domain names, content and the “look and feel” of the site developed shall be owned solely by the City of Memphis, together with any and all underlying software, object code, digital programming and secure code.
- (b) The Vendor does not retain any rights to use any materials or software it gains from the creation of the website.
- (c) All intellectual property developed in connection with the website will be owned solely by the City of Memphis.
- (d) In developing the website, the Vendor will not infringe or violate the copyright and other intellectual property rights of third parties.

The Vendor is responsible for securing various rights, licenses, clearances and other permissions related to works, graphics, or other copyrighted materials to be used or otherwise incorporated in the website. Vendor will be responsible for indemnifying the City in the event any claims, lawsuits, or settlements arise or result from Vendor’s failure to secure such right, licenses, clearances and other permissions.

- (e) All applicable copyright notices will be displayed on the website. The Vendor will not, during the website development or thereafter, use the City’s logos, except with the City’s express written approval.

5. Evaluation Model

5.1 Qualifying Proposals.

City will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all of the criteria set forth below. All Proposals that **ARE NOT** a Qualifying Proposal will be disqualified from this RFP process.

A Qualifying Proposal is a Proposal:

- (a) For which vendor notified the City of its intent to respond to this RFP in accordance with the provisions of Section 4.4(a).
- (b) Was submitted (in the form and format required) by the due date as specified in Section 4.5.
- (c) Conforms to the requirements of the RFP (e.g. includes the requisite number of copies, and customer references).

5.2 Evaluation of Qualifying Proposals.

City will evaluate each Qualifying Proposal based on the degree to which it complies with City's requirements, as articulated in this RFP. The primary categories to be evaluated are:

- (d) Scope and Solution, including whether Vendor accepted the scope of services presented in this RFP, meet the solution requirements and constraints, proposes an appropriate development plan, mitigates risks, and delivers value added components.
- (e) Pricing, including whether Vendor provides a cost effective pricing methodology.
- (f) MWBE: including whether the Vendor is a minority or woman owned enterprise as outlined in City Ordinance Section 2-235.
- (g) Location: including whether Vendor(s) of the proposed solution has a local office in the Shelby county area, preferably in the City of Memphis.

Information on how the City will weight these categories for each down-selection referenced in Section 4 above is set forth below:

Evaluation Category	First Down Selection	Award of Services
Scope and Solution	35%	35%
MWBE Participation	20%	20%
Pricing	30%	30%
Location	15%	15%
TOTAL	100%	100%

List of Attachments and Exhibits

5.2 Attachment A: Additional Information

- (a) Exhibit A-1: Vendor Questions Template
- (b) Exhibit A-2: Proposed Standard Contract

City of Memphis Web Site Re-Design RFP

Issue Date: May 25, 2010

Exhibit A-1 (Vendor Questions Template)

	Category	RFP Section	Question
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
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18			

Exhibit A-2

“Proposed Contract” SERVICE AGREEMENT

SERVICE AGREEMENT FOR

This Agreement is made and entered into as of _____ by and between _____, hereinafter called the "Contractor" and the City of Memphis, a municipal corporation of the State of Tennessee, hereinafter called the "City":

WITNESSETH

WHEREAS, the City has the need for _____; and

WHEREAS, the Contractor has the knowledge and expertise to provide such services; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions under which the Contractor shall provide said services.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SCOPE OF SERVICES. The Services to be provided in connection with this Agreement shall include, but not be limited to, those items listed in the Scope of Work, which is attached hereto and incorporated herein as Exhibit A (the "Services").

TERM

This Agreement shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the City in accordance with applicable ordinances, laws and regulations.

The Initial Term of this Agreement shall commence beginning _____ and shall end on _____ ("Initial Term") subject to the availability of funds to finance the same and the successful operation of the program.

The City shall have the option to extend the Initial Term for _____ additional one-year periods (the "Option Periods"), subject to the appropriation of funds by the Memphis City Council. Unless the City gives the Contractor written notice of the City's intention not to exercise an option period at least _____ days prior to the expiration of the then current period, the option will be automatically exercised, and the applicable Option Period will commence immediately upon conclusion of the preceding Initial Term or Option Period, as applicable. The Initial Term and the exercised Option periods are collectively referred to hereinafter as the "Term."

PAYMENT TERMS AND CONDITIONS

INVOICES. The Contractor shall submit original invoices, or copies of original invoices certified as such by the Contractor, on the Contractor's letterhead and in form and substance acceptable by the City and with all necessary supporting documentation, to the City. The invoice shall describe the services, shall reflect any applicable terms of payment, and must show the contract number to which it relates. Unless the contract number is shown on the invoice, it may be returned to the Contractor. Invoices shall be submitted to: _____, _____, Memphis, TN _____, Attn: _____

COMPENSATION. Unless the City has good faith and reasonable objections to the Contractor's invoice(s), the City shall compensate the Contractor, based on invoices submitted by the Contractor, the sum total not to exceed _____ (USD) (the "Fee") during the term of the Agreement, which shall include all reimbursable expenses.

The City shall use its best efforts to remit payment based on the Contractor's invoice within thirty (30) days after receipt of accurate invoice and approval by the City. The City is not obligated to pay, and may withhold from payment, any amounts the City has in dispute with the Contractor based on the Contractor's non-performance, unsatisfactory performance or negligent performance of any services hereunder.

PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK. The payment of an invoice shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein, and the City's payment shall not relieve the Contractor from its obligation to replace or correct any work that does not conform to this Agreement, even if the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. Work, data or components that do not conform to the requirements of this Agreement shall be rejected by the City and replaced by the Contractor, without delay or additional cost to the City.

If the Contractor receives payment from the City for a service or reimbursement that is later disallowed or rejected by the City or another governmental entity on the basis of audit or monitoring, the Contractor shall promptly refund the disallowed amount to the City upon the City's request. At its option, the City may offset the amount disallowed from any payment due to the Contractor under this Agreement or any other agreement.

FINAL CONTRACT INVOICE. The Contractor shall submit to the City a final contract invoice within 45 calendar days from the termination date of the contract, for any services provided pursuant to this Agreement. The Contractor further acknowledges and agrees the City will not be responsible for any Contractor invoices, pertaining to this Agreement, submitted to the City after the final contract invoice. The Contractor shall close out its accounting records at the end of the Agreement period in such a manner that reimbursable expenditures and revenue collections are NOT carried forward.

INCORPORATION OF WHEREAS CLAUSES. The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

REPORTS. Upon request, the Contractor shall prepare and submit reports of its activities, funded under this agreement, to the originating department of the City. The reports shall include an itemization of the use of the City's funds, inclusive of specific services delivered by the Contractor. Any such reports provided to the City shall be prepared with the understanding that the City may make such reports available to the public. The City shall have the right to withhold future disbursement of funds under this Agreement and any future Agreements until the requirements of this provision have been met.

ENTIRE AGREEMENT. This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

STANDARD OF PERFORMANCE. All services by the Contractor shall be performed in compliance with the specified requirements, in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City and pursuant to the governing rules and regulations of the industry, based on the type of services performed hereunder.

HEADINGS. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

MODIFICATION AND AMENDMENT. Any changes, modifications or amendments to this Agreement shall not be considered agreed to or binding on the other party, unless such modification(s) have been agreed to in writing and approved by the appropriate City officials in accordance with applicable laws and regulations.

CONFIDENTIALITY. While performing work under this Agreement, the Contractor may gain access to proprietary and/or confidential information that, if disclosed to third parties, may be damaging to the City or its officials or employees. Such information shall include materials considered to be confidential information as a matter of law (e.g., personnel records), and shall also include (i) all materials in any form developed or created by the City related to funding and financial and business information; (ii) all information owned, possessed or used by the Contractor, which is communicated to, learned, developed or otherwise acquired by the Contractor in the

performance of the Services for the City; (iii) the terms, conditions and pricing contained herein; and (iv) any other information that the Contractor has been advised by the City is confidential, privileged or proprietary. Confidential information, as used in this Agreement, shall not include (i) information in the Contractor's possession prior to disclosure by the City; (ii) information generally available to the public or that becomes available to the public through a source other than the City, or (iii) information that was rightfully obtained by the Contractor from a third party who is under no obligation of confidentiality to the City with respect to such information. The Contractor agrees that it will accept and hold confidential information obtained from the City in confidence at all times during and after termination of this Agreement. The Contractor shall neither use nor disclose or communicate such information, except as provided in this Agreement or as required by law, without the prior written permission of the City.

The Contractor acknowledges and agrees that a breach by the Contractor of this section will cause the City irreparable injury and damage; therefore, the Contractor expressly agrees that the City shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. The Contractor agrees that it will disclose confidential information only to those employees who have a right to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions titled "Public Statements" and "Rights in Data."

PUBLIC STATEMENTS. The Contractor shall not make any announcement, release any information, or authorize or participate in any interview concerning this Agreement and the Services, without first obtaining written consent from the City. The Contractor shall require its employees, agents, and subcontractors to comply with the requirements of this provision. This provision shall survive the expiration or termination of this Agreement.

RIGHTS IN DATA. The Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type produced under this Agreement, whether or not the same is accepted or rejected by the City, shall remain the property of the City and shall not be published by the Contractor or any other party without the express prior written consent of the City. In implementing the foregoing, the Contractor hereby grants and assigns to the City all rights and claims of whatever nature, whether now or hereafter, arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with the City in any steps the City may take to obtain copyrights, trademark or like protections with respect thereto. The signing of this Agreement shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from the Contractor to the City upon the Contractor's delivery of such documents and/or information to the City or upon completion of the Project, whichever occurs first. The Contractor shall not construe such transfer as a grant for usage nor can the Contractor revoke it.

EMPLOYMENT OF CITY WORKERS. The Contractor shall not engage, on a full, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employ of the City.

CONTRACTOR'S PERSONNEL. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the City, is incompetent, whose conduct becomes detrimental to the work, or whom the City deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the City's request. Upon such request, the Contractor shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the Contractor. In addition, the Contractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be deemed or construed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the City. The Contractor acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the City the right to direct the Contractor as to the details of the performance of its obligations hereunder or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means the Contractor will follow the desires of the City only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the City shall not be liable for any representation, act or omission of the Contractor contrary to the provisions hereof..

TERMINATION

1. It shall be cause for the immediate termination of this Agreement if, after its execution, the City determines that either:

- a. the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
- b. the Contractor subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the City's consent or approval; or
- c. the Contractor has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor's assets; or

2. The City may cancel/terminate this Agreement, in whole or in part, upon providing written notice to the Contractor of the City's intention to terminate the Agreement as a result of Contractor's failure to provide the services specified under this Agreement or in violation(s) of any of the terms herein, and the Contractor has failed to cure such breach within _____ business days of such notice. The City may reject the entire services and cancel this Agreement for any services rendered or to be rendered hereunder. In the event of any such rejection/termination, the City shall, at the City's option, have the right to obtain like services elsewhere or to take over the work and prosecute the same to completion, both at the Contractor's expense; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, etc. as may be on the site of the work and necessary therefore. The Contractor shall be liable to the City for any loss, damage, or additional cost incurred thereby, including but not limited to any difference between the cost for procuring such like services and the price specified herein, attorneys' fees and court costs.

3. Notwithstanding the foregoing or any section herein to the contrary, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor, for the purpose of setoff, until such time as the exact amount of damages due the City from the Contractor is determined.

4. The City may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving _____ days prior written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation, as determined by the City, for any satisfactory authorized work performed in accordance with the Agreement up to the termination date; but in no event shall the City be liable to the Contractor for expenses incurred after the termination date. All services completed by the Contractor prior to the Termination Date shall be documented and all tangible work documents shall be transferred to the City prior to payment for services rendered, and shall become the sole property of the City. Such termination by the City shall not be deemed a Breach of Contract by the City, and the Contractor shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

5. The Contractor shall deliver to the City all hard copy and electronic files maintained on behalf of the City

within thirty (30) days of termination of this Agreement. Upon reasonable request, the City reserves the right to obtain such information prior to the termination of this Agreement.

COMPENSATION FOR CORRECTIONS. No compensation shall be due or payable to the Contractor pursuant to this Agreement for any of the Contractor's services performed by the Contractor in connection with the City effecting corrections to the services, when such corrections are required as a direct result of negligence by the Contractor to properly fulfill any of its obligations herein.

CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF. If evidence is produced before the final settlement of all or any balances that the Contractor has failed to pay laborers employed on his work or failed to pay for materials used therein, or if the City has reason to suspect the same, the City may withhold such balances and upon evidence satisfactory to the City as to the amount due for such labor and materials, the City, acting as the agent of the Contractor, may settle and pay for the same and charge the amounts to the Contractor and deduct the same from the said balance or balances.

REMEDIES CUMULATIVE. All remedies available to the City provided herein are cumulative and shall be in addition to all other rights and remedies provided by law. The termination, expiration, or suspension of this Agreement shall not limit the City from pursuing other remedies available at law or in equity.

SUBCONTRACTING, ASSIGNMENT or TRANSFER. The Contractor shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by the City. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties hereunder; neither shall the City be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors. Upon request of the City, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer.

If granted approval to subcontract, the Contractor shall not subcontract more than _____% of the work required hereunder. The computation for percentages will be based on monetary values.

CONFLICT OF INTEREST. Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The Contractor covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer, official, agent or employee of the City, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

GENERAL COMPLIANCE WITH LAWS. The Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the City, upon request.

The Contractor is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the City of Memphis Living Wage Ordinance, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). The Contractor shall promptly notify the City of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

NON-DISCRIMINATION. The Contractor hereby agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the Contractor's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the event the Contractor fails to comply with the City's non-discrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by the City.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The Contractor's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement.

SEVERABILITY. If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible.

NO WAIVER OF CONTRACTUAL RIGHT. No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto. No delay or failure of the City to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of the City's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto.

SUBJECT TO FUNDING. This Agreement is subject to availability and annual appropriation of funds by the Memphis City Council. In the event sufficient funds for this Agreement are not appropriated by the Memphis City Council for any of its fiscal period during the term hereof, then the City shall immediately terminate this Agreement upon written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by the City shall not be deemed a Breach of Contract by the City, and the Contractor shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISE. The Contractor shall take affirmative action to ensure that Small and Minority Businesses, which have been certified by the City, are utilized when possible as sources of supplies, equipment, construction and services, and shall, in addition, take similar appropriate affirmative action in support of Women's Business Enterprises.

PUBLIC RECORDS. Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by the Contractor, the Contractor understands and acknowledges that the City is a governmental entity subject to the State of Tennessee Public Records Act.

ORGANIZATION STATUS AND AUTHORITY. The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

The execution, delivery and performance of this Agreement by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

WARRANTY. The Contractor warrants to the City that all goods/work shall be free from defects in design and faulty or improper workmanship and shall be in strict compliance with the terms of this Agreement. This warranty shall be effective for a period of not less than one year from the date of acceptance by the City of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, expressed, implied or statutory.

RECORDS AND AUDITS. The Contractor shall make and keep as the same accrue, full and complete books, documents, accounting records and other evidence, that specifically relate to this Agreement, in accordance with generally accepted accounting principles. The Contractor shall retain such records, and shall make available to the City, upon reasonable request, during the term of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the City upon request.

Upon reasonable notice, the Contractor shall permit the City, any other governmental entity, any agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter the Contractor's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by the Contractor. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

DISPUTE RESOLUTION. In the event of any dispute(s), controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate.

Any dispute concerning a question of fact in connection with this Agreement between the Contractor and the City shall be referred to the Mayor, City Attorney, Purchasing Agent or a duly authorized representative, whose decision regarding same shall be final.

FORCE MAJEURE. The City shall not be deemed in default hereunder, nor shall the City be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts, governmental authorities or acts of nature or other similar cause.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

NOTICES. All notices and other communications required or permitted to be given hereunder shall be written and hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

To the CITY:

City of Memphis _____

Memphis, TN _____

Attn: _____

Fax: _____

With copy, if requested,

to:

City Attorney

125 N. Main, Room 336

Memphis, TN 38103

To the CONTRACTOR:

Memphis, TN _____

Attn: _____

Fax: _____

CITY LIABILITY. The City shall have no liability except as specifically provided in this Agreement.

INDEMNIFICATION

The Contractor shall indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents and employees from and against any and all suits, claims, liabilities, damages (consequential or otherwise), or losses brought for bodily injury or damage to property (including attorneys' fees) that arise or are alleged to have arisen as a result of any conduct, whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Agreement or in the performance of the services required hereunder, by the Contractor, its subcontractors, agents or employees, excepting those losses or damages directly caused solely by the acts, errors, or omissions of the City or any of its officers, agents or employees. This indemnification shall survive the expiration or termination of this Agreement.

The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, defend, save and hold harmless the City or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

The City reserves the right to appoint its own counsel regarding any matter defended hereunder. The Contractor acknowledges that the City has no obligation to provide legal counsel or defense to the Contractor, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against the Contractor as a result of or relating to obligations under this agreement. The City shall have no obligation for the payment of any judgments or the settlement of any claims asserted against the Contractor or its subcontractors or employees as a result of or relating to the Contractor's obligations hereunder.

The Contractor shall immediately notify the City c/o City Attorney; 125 North Main, Suite 336; Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under this Agreement and agrees to cooperate, assist and consult with the City in the defense or investigation thereof.

LIVING WAGE

This agreement is subject to Living Wage Ordinance #5185 as amended by Ordinance #5257 (effective July 1, 2008) that requires contractors who enter into a service contract with the City to pay employees who work under the service contract a living wage. The minimum hourly wage shall be at least \$10.27 per hour with health benefits for employees and their dependents or \$12.32 per hour without health benefits. The City will request all certified payrolls associated with this contract to be forwarded to the City Comptroller, c/o Dwayne A. Jones, Manager, Prevailing Wage Office, 125 N. Main Street, Room 1B-18, Memphis, TN 38103. Copies of the Ordinances are posted on the City of Memphis Website (www.memphistn.gov). Once on the City's homepage, click on the "Business" link, and then click on "Doing Business with the City" link. A link to the Ordinance will be on the top right side under the section "Links". Annual adjustments to the rates will be posted on the side for the next year in February.

GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

INSURANCE

A. The Contractor shall not commence any work under this agreement until it has obtained and caused its subcontractors to procure and keep in force all insurance required hereunder. The Contractor shall require all subcontractors to carry insurance as outlined below, in case the subcontractor(s) are not protected by the policies carried by the Contractor. The Contractor shall furnish the City's Risk Manager a Certificate of Insurance and/or policies, upon request, attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the State of Tennessee.

B. If any of the insurance requirements are non-renewed at the expiration dates of any policy, payment to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

C. The Contractor shall maintain, at its expense, at minimum, the following insurance coverage during the life of the Agreement:

1. **WORKERS COMPENSATION** Employer's Liability in accordance with the statutory requirements and limits of the State of Tennessee and shall require all subcontractors to do likewise.

\$100,000 Each Accident

\$500,000 Disease – Policy Limit

\$100,000 Disease – Each Employee

2. **AUTOMOBILE LIABILITY** covering owned, non-owned and hired vehicles with minimum limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

3. The Contractor shall be responsible for maintaining any and all PROPERTY INSURANCE on their own equipment and shall require all subcontractors to do likewise.

4. COMMERCIAL GENERAL LIABILITY: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage:

General Aggregate	\$1,000,000
Products - Completed Operations	\$1,000,000
Personal & Advertising	\$1,000,000
Each Occurrence	\$1,000,000 (Bodily Injury & Property Damage)
Fire Damage any One Fire	\$50,000
Medical Expense any one Person	\$5,000

D. Each certificate or policy shall require and state in writing the following clauses:

1. "Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Memphis Risk Manager" by registered mail, return receipt requested to the following address:

City of Memphis

Attn: Risk Management

2714 Union Avenue Extended, Suite 200

Memphis, TN 38112

2. **"The City of Memphis, its officials, agents, employees and representatives shall be named as Additional Insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance"**

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement.

CITY OF MEMPHIS

By: _____

AC Wharton, Jr., Mayor

By: _____

Title: Name: _____

Approved as to Form:

City Attorney

Attest: _____

Deputy Comptroller

Terms and Conditions

RFP TERMS

REQUEST FOR PROPOSAL TERMS

The City of Memphis seeks proposals from firms who have the expertise to provide Web Site Design for the City of Memphis Website in accordance with this RFP document. This is a Request for Proposal that may be modified by the City in the selection process.

THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL AND MINORITY BUSINESSES IN THE PURCHASING PROCESS.

The City of Memphis is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicap status in employment or in the provision of services.

This procurement may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the City of Memphis. A copy of your current Memphis and Shelby County Tennessee Business Tax Receipt must accompany the proposal for consideration of this ordinance.

The contract may be subject to the requirements of Ordinance No. 5185, as amended, which establishes a minimum wage for employees of businesses receiving a service or service-related contract from the City of Memphis. The Living Wage ordinance and any amendments thereto, can be accessed on the City's website (www.memphistn.gov). Once on the City's homepage, click on the "Business" link, and then click on the "Doing Business with the City" link. A link to the ordinance will be accessible on the top right side under the section "Links".

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the intent to award announcement at the following address: City of Memphis Purchasing Agent; 125 North Main, Room 354; Memphis, Tennessee 38103. Notice will be posted on the City's website and outside Council Chambers, located on the lobby floor of City Hall. The intent to award notification shall be deemed publicly announced on the date specified on the notice.

Only proposals submitted on the provided form(s) with no changes, additions or deletions to the terms and conditions will be considered. Proposals containing terms and conditions other than those contained herein may be considered nonconforming.

No objections with regard to the application, meaning, or interpretation of the specifications will be considered after the opening of the subject proposals. If there are questions or concerns regarding any part of plans, terms, specifications or other proposed documents, a written request for interpretation thereof may be submitted to the City Purchasing Agent prior to the deadline date. The organization submitting the request shall be responsible for the prompt delivery of the request. Any interpretation in response to the written request will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each organization receiving a set of such documents and/or posted on the City's website. The City of Memphis will not be responsible for any other explanation or interpretation of the proposed documents. By submission of its proposal, a vendor shall be deemed to have understood fully the contents and meaning of the RFP.

All proposals must be signed by an authorized representative of your organization. Unsigned proposals will be considered nonconforming.

Any contract resulting from the proposals received in response to this solicitation shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee without regard to conflicts of laws principles.

By order of the Mayor of the City of Memphis, Tennessee.

A C WHARTON, JR., MAYOR

Jerome Smith, City Purchasing Agent

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INSTRUCTIONS TO PROPOSERS

Proposers shall submit their signed proposal in a sealed envelope INDICATING ON THE OUTSIDE: THE COMPANY NAME and THE REQUEST FOR PROPOSAL NUMBER.

Proposers must comply with all applicable licensing requirements. Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to the City issuing a properly executed purchase order or entering into a contract with the vendor, the successful vendor, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

Issuance of this RFP does not obligate the City to contract, in whole or in part, for services specified herein. The City of Memphis reserves the right to cancel this solicitation, in whole or in part, or to reject, in whole or in part, any and all proposals. Cancellation of this RFP or any subsequent award will be posted on the City's website: www.memphistn.gov under the section titled "Government News."

Any firm receiving a mailed solicitation on the above subject and not bidding will be electronically removed from the City's mailing list used for the above-referenced subject after 3 consecutive non-responses or no bids.

For additional information concerning this solicitation, please contact: Joe Sanders
at ciorequests@memphistn.gov

This solicitation shall be in accordance with the City of Memphis Purchasing Policies and Procedures, which may be amended from time to time.

All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

To the extent permitted by law, all proposals submitted in response to this RFP shall be kept confidential until the proposals have been evaluated and the intent to award is announced. Until the intent to award is announced, no information regarding any proposal will be released to anyone, except members of the Evaluation Committee who are responsible for evaluating the proposals and other appropriate City staff. All information provided by the Vendor in response to this RFP will be considered by the Evaluation Committee in evaluating the proposal and making an award recommendation to the City.

The Mayor of the City of Memphis is the only individual who can legally sign contracts on behalf of the City. Costs chargeable to the proposed contract shall not be incurred before receipt of a fully executed contract.